B10 (Official Form 10) (Rev. 6/	01)							
UNITED STATES BANK	RUPTCY COURT Bankrup	tcy DISTRICT OF ID	PROOF OF CLAIM					
Name of Debtor Lynn Ko	etterling	Case Number 03-41318 <b>2</b>						
	oc used formatic Broadyn for an administrat	ive expense arising after the commencement	ilo, convers					
Name of Creditor (The persor	n or other entity to whom the debtor owes	be filed oursuant to 1:40 S.C.s.503.	8					
money or property);  John Deere Construction &	ž Forestry Compony	anyone else has filed a proof of claim relating to your claim. Attach						
Name and address where notice		copy of statement giving particulars.	on medical and					
John Deere Construction & Fo		Check box if you have never received any notices from the	S. M. JAS. BURAN					
P.O. Box 6600, Johnston, Iov	• • •	bankruptcy court in this case.	LEAVE TO A COM					
Attn: Jim Zoet		Check box if the address differs from the address on the envelope						
Telephone No. (800)869-436	7	sent to you by the court.	THIS SPACE IS FOR COURT USE ONLY					
Account or other number by v	vhich creditor identifies debtor:	Check here	THE ATTENDED					
17519665958AK			im, dated:					
I. Basis for Claim	• 10.011	☐ Amends						
☐ Goods sold ☐ Services performed		Retirce benefits as defined in 11 U.S.C.						
☑ Money toaned		☐ Wages, salaries, and compensation (fill Your SS# :						
☐ Personal injury/wrong ☐ Taxes	ful death	Your SS# : Unpaid compensation for services perfo	rmed					
☐ Other			fate)					
2. Date debt was incurred:	February 02, 2001	3. If court judgement, date obtained:						
If all or part of your claim  Check this box if claim inc of all interest or additional  Secured Claim.	is secured or entitled to priority, also comp cludes interest or other charges in addition t charges.	\$36,152.59 ** **Plus additional interest and older Item 5 or 6 below. To the principal amount of the claim. Attach itemized state.  6. Unsecured Priority Claim.	•					
Check this box if your ol	aim is secured by collateral (including a	<ul> <li>Check this box if you have an unsecured priority</li> </ul>	claim					
right of setoff). Brief Description of Coll	lateral:	Amount entitled to Priority \$ Specify the priority of the claim:						
□ Real Estate □ □ Other	Motor Vehicle	☐ Wages, salaries, or commissions (up to \$4,650), * confiling of the bankruptcy potition or cessation of the	arned within 90 days before					
$\overline{\mathbf{s}}$	EE ATTACHED DOCUMENTS	is earlier 11 U.S.C. § 507(a)(3).  Contributions to an employee benefit plan 11 U.S.						
Value of Collateral:		☐ Up to \$2,100* of deposits toward purchase, tease, or rental of property or						
**Plus additions	al interest and Attorneys fees.	services for personal, family or household use - 11 (J.S.C. § 507(a)(6).  Alimony, maintenance, or support owed to a spause, former spouse, or child						
		- 11 U.S.C. § 507(a)(7).  ☐ Taxes or penalties owed to governmental units - 11						
Amount of arrearage and included in secured clain	other charges <u>at time case filed</u>	<ul> <li>Other Specify applicable paragraph of 11 U.S.C.</li> </ul>	š 507(a)( ).					
		* Amounts are subject to adjustment on 4/1/04 and every respect to cases commenced on or after the date of	of adjustment.					
deducted for the purpose of	all payments on this claim has been credited f making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY					
8. Supporting Documents:	Attach copies of supporting documents, su corders, invoices, itemized statements of re	ch as	•					
accounts, contracts, court j	udgements, mortgages, security agreements	s, and evidence						
of perfection of lien. DO Nare not available, explain.	NOT SEND ORIGINAL DOCUMENTS. If the documents are voluminous, attach as	If the documents summary.						
9. Date-Stamped Copy: To	receive an acknowledgement of the filing a	of your claim.						
Date Sign and	dressed envelope and copy of this proof of print the name and title, if any, of the cred in (attach copy of power of attorney if any):	itor or other person authorized to tile	1////					
July 09, 2003	Jim Zoet, John Deere Construction							
Penalty for p	resenting fraudulent claim; Fine of up to 5	\$500,000 or imprisymment for up to 5 years, or both. 18	U.S.C. § § 152 and 35/1.					
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## ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES

APPLICATION OF PAYMENT'S: Any sums received from me may be applied at Lender's discretion to obligations hereunder or to any other indebtedness owed by me to Lender despite directions, if any, appearing on the remittance, and to interest before principal, and if permitted by law to past due interest before installments. If any proceeds from the sale of the Goods or insurance are applied to the debt, I remain liable to make each monthly payment described in this contract until it is paid in full. Lender may accept payments marked "paid in full" or with other restrictive endorsements, without losing any of your rights under this Agreement.

DEFAULT: This contract shall be in default (a) if I fail to pay any installment when due; (b) if I attempt to sell or encumber any interest in the Goods; (c) if I institute or have instituted against me proceedings under any bankruptcy or insolvency law; (d) if I make an assignment for the benefit of creditors; (e) if I fail to pay taxes levied on the Goods; (f) if any attachment, execution, writ, or other process is levied against any of my property; (g) if I fail at any time to keep the Goods properly insured as described below; (h) if I remove the Goods, without prior written notice to Lender, from the location in which I have agreed to keep them; (i) if I fail to maintain the Goods in good condition and repair or permit its value to be impaired; (j) if I permit the Goods to be used in violation of any law, regulation or policy of insurance; (k) if any representation, warranty or statement is made to Lender in connection with this agreement which is false in any material respect when made; (l) if any legal entity such as a partnership, limited liability company or corporation) that has agreed to pay this agreement ceases to do business, dissolves, liquidates its assets or terminates or fails to maintain its legal existence; (m) if I fail to comply with any other provision of this contract: or (n) if for any reason Lender may take possession of any Goods in which Lender has a Security Interest and exercise any other remedies provided by law. In such event Lender may take possession of any Goods in which Lender has a Security Interest and exercise any other remedies provided by law. In such event I agree, upon demand, to assemble the Goods at a location designated by Lender, and Lender may intermediately and without notice declare the entire balance of this contract due and payable. In addition, to the extent permitted by law. Lender may collect all reasonable expenses, including attorncy's fees, incurred in realizing on the security interest granted becomeder, or otherwise enforcing the terms of this contract

If Lender takes possession of the Goods after I default, it shall be commercially reasonable for Lender to sell; (i) the Goods at a private sale; (ii) at wholesale to a dealer in used goods of like kind; or (iii) at retail to a purchaser directly or through a dealer in such used goods. The enumeration of the foregoing methods of disposition are without limitation to the Lender's right to dispose of the Goods by any other manner or method (whether by sale, lease, or otherwise) in a commercially reasonable manner. Lender also has the right to take possession of the Goods or render the Goods unusable. Upon default, I grant Lender permission to cancel any insurance on the Goods and if allowed by law, to apply any premium refunds to my debt to Lender with any excess returned to me. Waiver of any breach or default shall not constitute a waiver of any other or subsequent breach or default.

RISK OF LOSS AND OTHER AGREEMENTS. I hold the Goods at my risk and expense with no abatement in any obligation on account of loss or damage. I will settle all claims of any kind against the seller of the Goods directly with the seller and I will not use any such claim as a defense, setoff or counterclaim against any effort by Lender to enforce this Contract. I authorize Lender to file (or to execute on my behalf and file) a financing statement (or statements) in order to perfect the security interest granted herein, indicating the type of items described herein or described as under the security interest granter for a financing statement of electronic signature shall constitute an original signature within the meaning of applicable law, for all purposes, including the filing of financing statements. Lender may correct patent or electronic translations contemplated in this Agreement, or any purchase order or financing statement executed in connection with the transactions contemplated in this Agreement. Any provision of this Agreement prohibited by law shall be ineffective and deemed deleted to the extent of such prohibition and shall not invalidate any other provision hereof.

INSURANCE: Except to the extent this Agreement is for service work, I will at all times keep the Goods insured against all risk of loss, damage or destruction for greater or their full insurable value or the then outstanding amount of this Loan. Lender must be listed as a loss payee. I may choose the person through whom I obtain the insurance but the insurance must be acceptable to Lender. Such insurance will provide that it may not be canceled by me without Lender's consent and may not be canceled by the insurance company without at least ten (10) days written notice to Lender. I will provide Lender with evidence of the paid-up insurance on the Goods within fiften (15) days of the date of this contract and at least thirty (30) days before the renewal date. If I fail to provide evidence of the insurance within the time periods specified in the preceding sentence, then I will reimburse Lender for the cost of any insurance Lender purchased until the date such evidence is provided by me. If I fail to keep the Goods properly insured, Lender may, but is under no obligation to, buy insurance to protect the Goods and add the cost to my debt to Lender, and I promise to pay additional cost upon Lender's demand. To the fullest extent permitted by law, I will pay Lender a reasonable administrative fee for obtaining and canceling such insurance.

I may meet this insurance requirement by having Lender purchase such insurance. Inclusion of any amount of Physical Damage Insurance in the Insurance Disclosure box on the front of this contract will be election to do this, but such insurance will only be purchased if Lender accepts this Agreement. Such insurance will cover only the fair market value of the Goods at the time of the loss. If the term of such insurance is less than the term of this Agreement, I will, upon termination of such insurance, purchase insurance to fulfill my obligation to insure hereunder.

DCCF4001 (99-10)

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EMENT	(FORM UCC1)(TRANS)(REV. 12/18/96)

## **INSURANCE VERIFICATION FORM**

## **Customer Responsibility for Physical Damage Insurance**

INSTRUCTIONS: This form is to be submitted with the original contract to Deere Credit Services.

TO: JOHN DEERE CONSTRUCTION EQUIPMENT COMPANY

PLEASE PRINT OR TYPE

CUSTOMER'S NAME			ñ	
TOS TOMESTO MANYE	CUSTOME	R'S SOCIAL SECU	RITY OR TAX ID. NO.	_
LYNN KETTERLING	5796659!		<u>.</u> 2	
			1	
Physical Damage Insurance for the equipment on	the attached note v	vill be provided to t	the agency listed help	
NAME OF AGENCY				
1 91 X 1		PHON	IE NUMBER OF AGEN	CY
MAHING ADDRESS COMMISSION		Area Co (み〇	8° 436-4141	/
MAILING ADDRESS (P.O. Box or Street)	CITY	STATE	ZIP	-
1318 Uneida y	11 p. S.	11	83350	
	<del></del>	<u> 04 .                                   </u>		
I (We) Agree and understand that under the terms of a insured against all risk loss, damage, or destruction to	ny (our) contract with	you, I (we) must at	all times keep the Good	ío
	andy top-prisolable A	aiue, with you listed	as loss payee.	
Loss Payee should be listed as John Deere Construct	ion Equipment Comp	env 6400 NW se <sup>th</sup> c		
1			i. Johnston, IA 50131-6	600
Cla-Vattet	a	1 /4 / 1		
DEBTOR SIGNATURE	Date <i></i>	12-12001	<u> </u>	
_ / Y				
CO-DEBTOR SIGNATURE (If Any)	Date	<u> </u>	<u></u>	

SEND TO DEERE CREDIT SERVICES WITH CONTRACT

RECEIVED

FEB 0.8 2001

**DEERE CREDIT SERVICES** 

- · All blanks must be filled in.
- The form must be signed and dated.

CONSTI	IL (POW) RUCTION		DOCS Reque	ris L	<del>Small to:-</del>		-8542 Fext: 800-1 -0548 Fext: 800-1	L41-2268	Moving an	OFF DEERE EDIT Inchatty na	
CUSTO	JER NAVÉ			,				BOOIAL SECURIT		HEQUEST DATE	
	<u> </u>	Ket	terlin	9				519-66		1/29/01	
OBALID	induera CES		grenight deliver			<del></del>	ORALER #	(208) X	8 - 3	337	
	26 E		300 Sc ∓0	8333			72/2	Apr	IMCA		
NAT		MODEL	YEAR	DESCRIPT		1 ./ .	1		HOURS	PETAIL CO	
L	<i>3D</i>	544G	1996	Whe	el Loa	der W/ab	DW5446	B558784	5000	172,000	
				3.25	syo t	ncket_			,. <u>.</u> .		
					<b></b> - <b>-</b>		<u></u>				
TRAD	E-IN EQUIP	MENT		5 (A)	γ 15 - 194 βαβαίτα (1911			TOTAL RETAIN		\$ 72,0ex ***	
	MARGE	MODEL	YEAR	DESCRIPTA	<u> </u>	GENAL NUMBE		8 GP(088	\$ OWED	B Net Trade	
Unit 1	30	544 C		wheel.	<u>Loador</u>	40137	<u> </u>	\$		:/8,5000	
Unit 2				<u> </u>		i		<u> </u>	s ·	8	
	Trade Pa	ry-off to:	4					MBT Trade Alk		18900	
	mananca P				····			Price (Added to 6	ielling price):	-	
SICURE		None		Full Cyg.	Within Cil	PowerTrain v Limite		Outside City Li		<del> </del>	
	MEN) LU	CATION ( PI	oberan 1	— Ge/			<u> </u>	·	Dig Code	: 	
ALPHY LOAD	DETAIL	9			AMOUND	FINANCED		,		\	
PAGE		nancing (Ó	etional)		1 Selling price				<u>* .72,000.00</u>		
-					2 - Trade Allowance					8 500 00	
]	Establish	ed Value:		-	1				0		
	- Amount	t Owed:	<u> </u>	-	1	nt Applied				2 (00 00	
İ	= Net Eq	raity:	5 .		4 = Sub-total				<u> </u>	3,500,00	
Year:		Model:			5 + Sa	les Tax (t spelic	(منظم:	0.00%	<u> </u>	0	
l					6 = Su	b-total		• -5	3,500.00		
SOUR	Yumber:				1	ish Down			<b>a</b> •	960,00	
<del> </del> -	, Added C	iolisteral (C	iogouer)	(12)						2,540,00	
Payme	erte:				8 = Su	ib-total			<u> </u>		
Los	ар Төлт:	5 yr_	# of Pmt#:	<u> </u>	9 + Pn	ocesing Fee	(JDC)		<u> </u>	400.00	
N/	Monthly	7	Annual		10 + De	aler Fee (Opt	ousi)		*		
		197"	ment due	2/1/2	11 + Of	ficial Fees			<u> </u>	<u></u>	
		12 par	90	<u>~~~</u>	12 = 8u	is total			s	52,940.00	
NDC 6	ouy) Rate		<u> </u>	• ' '	I '					0	
Contri	Act (Custom	wr) Flate	10.25	_*	1	s, Prem (PDI)	-			52,940,00	
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	OVAL N	JMBER:	012916	16	15 = P/	YMENT	(for Docs requ	est)	<u> </u>		
Presi	am TVD6	: (Applicab	ie Omoresionery Cha			)			JDCEC Divisio	n Milmher	
	1. Std. F			3. Dir. Buy					_Program Cont strategy	1	
	2 Low F	Rate ones	_	_ 4. ASM P	AT Check						

Note: Annual payments were approved on 1/31/01.